

**DONELAN, CLEARY, WOOD & MASER, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

SUITE 750

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WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

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RECORDATION NO. 20899 FILED

SEP 30 '97

11-21 AM

September 30, 1997

New Recordation No.

Dear Mr. Williams:

On behalf of the Aid Association for Lutherans, I submit for filing and recording under 49 U.S.C. § 11301(a) and the regulations applicable thereunder, executed counterparts of a primary document, not previously recorded, entitled Security Agreement ("Agreement") dated as of September 30, 1997.

The parties to the enclosed Agreement are:

Aid Association for Lutherans, - SECURED PARTY/for Indexing  
its successors and assigns MORTGAGEE  
4321 North Ballard Road  
Appleton, WI 54919-0001

The First National Bank of Maryland - DEBTOR/for Indexing  
25 South Charles Street MORTGAGOR  
Baltimore, MD 21201

The said Agreement, among other things, grants a security interest by the Debtor to the Secured Party in the equipment covered in Exhibit A, attached hereto.

The equipment covered by the instant Agreement is as identified in Exhibit A thereto, namely, 240 BNSF coal hopper cars and 120 BNSF coal gondola cars.

A short summary of the Agreement to appear in the Surface Transportation Board Index is as follows:

"Covers 240 BNSF coal hopper cars and 120 BNSF coal gondola cars."

Enclosed is a check in the amount of twenty-four dollars (\$24.00) in payment of the filing fee.

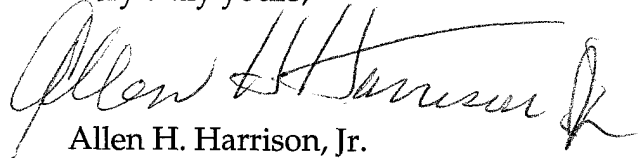
*Counterparts - 4/11/97*

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
SEP 30 11 21 AM '97

Letter to Mr. Williams  
Page 2  
September 30, 1997

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.  
*Attorney for Aid Association for Lutherans,  
for the purpose of this filing.*

Honorable Vernon A Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

*Enclosures*

BY HAND

0970-020

**EXHIBIT A**

**DESCRIPTION OF RAILCARS**

**Type I:** Two Hundred and Forty (240) Rapid Discharge aluminum open top hoppers, built new in 1997 by Johnstown America bearing the following reporting marks and numbers:

BNSF 650119 to 650356, both inclusive  
BNSF 699129  
BNSF 699602

**Type II:** One Hundred and Twenty (120) Bethgon aluminum gondolas built new in 1997 by Johnstown America bearing the following reporting marks and numbers:

BNSF 668328 to 668446, both inclusive  
BNSF 699128

SEP 30 '97

11-21 AM

SECURITY AGREEMENT

AGREEMENT, dated as of September 30, 1997, from THE FIRST NATIONAL BANK OF MARYLAND, a national banking association ("Debtor"), having its principal place of business and mailing address at 25 S. Charles Street, 15th Floor, Baltimore, Maryland 21201 in favor of AID ASSOCIATION FOR LUTHERANS, its successors and assigns (the "Secured Party") having its principal place of business at 4321 North Ballard Road, Appleton, Wisconsin 54919.

WHEREAS, Debtor has agreed to deliver this Security Agreement to Secured Party pursuant to that certain Secured Note Purchase Agreement between Debtor and Secured Party, dated as of September 30, 1997 (the "Note Purchase Agreement"), and the Secured Non-Recourse Note(s) issued pursuant thereto (the "Note(s)") as a condition precedent to Secured Party's extending credit to Debtor pursuant to that Note Purchase Agreement;

NOW, THEREFORE, to induce the Secured Party to extend credit to Debtor, Debtor agrees as follows:

## Article I

Creation of Security Interest

1. Debtor hereby grants to Secured Party a security interest in the railroad cars described in Exhibit A hereto attached and any and all substitutions, replacements, modifications, additions and accessions thereto or therefor to which Debtor acquires title and the proceeds thereof, including without limitation, insurance proceeds (the "Cars").

2. In addition, Debtor hereby grants to Secured Party an assignment of and security interest in all of Debtor's rights in and to Equipment Lease Agreement, dated September 26, 1997, as supplemented by Lease Supplement, dated September 30, 1997 (the "Lease") between the Debtor, as Lessor, and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation, as lessee (the "Lessee"), a Memorandum of <sup>each</sup> which has been recorded with the Surface Transportation Board on SEPTEMBER 30 1997 and assigned <sup>are</sup> ~~is~~ attached hereto as Exhibit B, and any and all subleases of the Cars, including without limitation any and all rents, reserved rents, proceeds of sale from sale of the Cars, amounts payable by the Lessee in lieu of rent during periods of rental abatement, and any and all other amounts due under the Lease, but excluding in all cases the Excluded Rights and Excluded Payments, as hereinafter defined (hereinafter together with the Cars called the "Collateral"). All sums received shall be held by Secured Party under that certain Assignment of Lease and Rents made as of September 30, 1997 executed by the Debtor in favor of the Secured Party (the "Assignment"), and so long as no Event of Default (as defined in the Note Purchase Agreement) has occurred and is continuing, or, which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, all such rents and other sums shall be paid and applied as provided in the Note(s) and the Note Purchase Agreement.

3. The Collateral is given to secure all of the Debtor's obligations under the Note(s) and the Note Purchase Agreement, all of Debtor's obligations and liabilities arising out of Debtor's covenants, warranties and representations contained herein or in any of the other Loan Documents (as defined herein) (the "Obligations").

4. Notwithstanding the foregoing, so long as no Event of Default (as defined in the Lease) shall have occurred and be continuing, the interests of Secured Party in the Cars shall be subject and subordinate to the Lessee's interest in the Cars under the Lease, and the Secured Party shall not disturb the Lessee's quiet use and possession of the Cars.

5. For the purposes of this Security Agreement, the Note(s), the Note Purchase Agreement, the Assignment and all of the other documents, agreements and instruments entered into in connection herewith and therewith (collectively, together with any amendment or modifications thereto, the "Loan Documents"), the term "Excluded Rights and Excluded Payments" shall mean any and all of the following:

(a) all payments of any indemnity under the Lease or any of the other documents, instruments or agreements entered into in connection therewith (collectively, the "Operative Agreements"), and all interest in respect thereof, which by the terms thereof are payable to the Debtor (but not those payable to the Secured Party as an additional indemnitee);

(b) any insurance proceeds payable under public liability policies maintained by the Lessee pursuant to the Lease which by the terms of such policies or by the terms of the Lease are payable directly to the Debtor (but not those payable to the Secured Party as an additional indemnitee), and any proceeds of insurance maintained with respect to the Cars by the Debtor in excess of the Stipulated Loss Value of such Cars;

(c) all rights of the Debtor under any Operative Agreement to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Debtor all on account of any such indemnities or payments referred to in paragraph (a) above and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to in paragraph (b) above, provided that the rights referred to in this paragraph (c) shall not be deemed to include the exercise of any remedies provided for in the Lease other than the right to proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of such indemnities or insurance covenants or to recover damages for the breach thereof;

(d) the right of the Debtor, but not to the exclusion of the Secured Party, as provided in any Operative Agreement (i) to receive from the Lessee notices, certificates and other documents and information which the Lessee is required or permitted to give or furnish to the Debtor pursuant thereto, (ii) to inspect the Cars and all records relating thereto, (iii) to exercise its rights, after written notice to the Secured Party, to perform for the Lessee under Section 17 of the Lease, and (iv) to grant such consents, approvals and

waivers as may be required or permitted to be made or given by the Debtor under the Operative Agreements;

(e) whether or not an Event of Default has occurred and is continuing, all rights of the Debtor, to the exclusion of the Secured Party, to compromise or waive any right, remedy or benefit reserved to the Debtor and in which the Secured Party has no interest, as provided in subparagraphs (a) and (b) hereof, or to modify, amend or waive any provision pertaining thereto;

(f) as long as no Event of Default has occurred and is continuing, all rights of the Debtor to assign any or all of its rights, obligations, title or interest under the Lease in accordance with the Lease; provided, however, that (i) the assignee agrees to be bound by all of the terms of the Lease, this Agreement, the Note Purchase Agreement, the Note(s) and the Assignment, (ii) such assignee executes prior to any such assignment such agreements as Secured Party may reasonably require to evidence such assumption and continue the perfection of Secured Party's liens and security interest in Collateral, and (iii) such assignee has a net worth of at least \$50,000,000; and

(g) so long as no Event of Default has occurred and is continuing, the right to, without Debtor's prior written consent, enter into, execute and deliver any amendments, modifications, waivers or consents in respect of the Lease which would (i) reduce the amount or delay the time of the payment of any Rent, Stipulated Loss Value, Termination Value, (ii) modify, waive or change any of the provisions of Sections 4, 6, 8, 9, 11, 12 or 13 of the Lease in a manner which would decrease the obligations of Lessee thereunder or (c) increase the obligations of the Lessor thereunder.

## Article II

### Debtor's Covenants, Representations and Warranties

The Debtor covenants, represents and warrants that:

1. The Cars are leased to Lessee pursuant to the Lease. Except for (i) the security interests granted hereby, and (ii) Lessee's rights under the Lease, Debtor is the sole owner of the Collateral, which is free and will remain free of any lien, security interest or encumbrance created by or through the Debtor, and Debtor will defend the Collateral against all such claims and demands, which Secured Party deems to be adverse to its interests, of any person at any time claiming the same or any interest therein.

2. The Cars constitute goods which are mobile and which are of a type normally used in more than one jurisdiction and the Debtor has its chief executive office in Maryland. The Debtor shall not change the location of its chief executive office without notifying the Secured Party in advance. The Debtor will take no action to permit the Cars to be maintained other than in accordance with the terms of the Lease, and the Debtor will not take any action to permit the Cars to be wasted, misused, abused or to deteriorate, or be used in

violation of any law, ordinance or regulation of any governmental authority insofar as it adversely affects the value of the Cars or the security interests granted hereunder.

3. All taxes and assessments upon the Collateral or its operation or use shall be paid by Lessee or out of the Collateral.

4. At its option, and without any obligation to do so, Secured Party may discharge or pay any taxes, liens, security interests, or other encumbrances at any time levied or placed on or against the Collateral or Debtor in breach of this Agreement, and may pay for insurance on the Collateral and may pay for its maintenance and preservation. Debtor agrees to reimburse Secured Party on demand for any such payment made, or expense incurred, pursuant to the foregoing authorization.

5. The Collateral will not (except as provided in this Security Agreement) be sold, transferred, substantially modified (except to the extent permitted in or required by the Lease), pledged, assigned, hypothecated, further encumbered or disposed of by the Debtor, without the prior written consent of the Secured Party.

6. Debtor shall execute from time to time, alone or with Secured Party, any Security Agreements, UCC Financing Statements, UCC Continuation Statements or other documents and do such other acts considered by Secured Party to be reasonably necessary or desirable to perfect or protect the security interests hereby created. All cost and expenses (including without limitation reasonable fees and expenses of counsel and filing fees) related to the preparation and filing of any Security Agreements, UCC Financing Statements, UCC Continuation Statements or other documents related to the perfection or protection of the security interests hereby created shall be paid if not by the Lessee under the Lease then out of the Collateral. If Debtor shall fail to execute such documents following a request to do so, Debtor hereby authorizes Secured Party as Debtor's agent and attorney in fact to execute and file in any appropriate office Security Agreements, UCC Financing Statements, UCC Continuation Statements and similar instruments signed by Secured Party alone. A carbon, photographic or other reproduction of a financing statement or this or any other security agreement shall be sufficient as a financing statement.

7. The Debtor has delivered to Secured Party the original Lease assigned hereunder. All other copies of the Lease in existence are marked on their faces and signature pages to indicate their status as non-original copies only.

### Article III Events of Default

Debtor shall be in default under this Security Agreement upon the happening of any default or Event of Default as set forth in the Note Purchase Agreement.

Article IV  
Secured Party's Remedies

Subject to the limitation provided in Article V hereof, the following shall apply:

Upon an Event of Default hereunder and so long as it is continuing, Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of Wisconsin and all other applicable laws. Without limiting the generality of the foregoing, Secured Party may, upon an Event of Default hereunder, exercise the following rights and remedies:

1. Secured Party may, subject to Lessee's right of quiet enjoyment, provided no Lease Event of Default has occurred and is continuing, peaceably by its own means or with judicial assistance enter the premises where any Collateral is located and take possession of the Collateral, or render it unusable, or dispose of the Collateral on such premises, and Debtor will not resist or interfere with such action.

2. Secured Party may, subject to Lessee's right of quiet enjoyment, provided no Lease Event of Default has occurred and is continuing, require Debtor to assemble all or any part of the Collateral and make it available to Secured Party at any place within the continental limits of the United States designated in a notice sent to Debtor and consistent with the return provisions of the Lease.

3. Debtor hereby agrees that a notice sent to it at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made, shall be deemed to be reasonable notice of such sale or other disposition.

4. If any Event of Default (as defined in the Lease) has occurred and is continuing, subject to Debtor's right to cure Lessee's defaults as set forth in the Note Purchase Agreement, as assignee of Debtor's interest in the Lease, exercise any or all of the rights and powers and pursue any or all of the remedies provided for in the Lease (excepting only Excluded Rights and Excluded Payments).

5. Secured Party may incur attorneys' fees and expenses in exercising any of its rights and remedies upon default, which fees and expenses shall become part of Secured Party's expenses of retaking, holding, preparing for sale and the like. Debtor will reimburse Secured Party on demand for all such expenses.

6. Debtor agrees that if any warranty or representation contained herein should prove to be untrue or incorrect in any material respect when made, notwithstanding any other provisions contained herein or in any other agreement between the Debtor and Secured Party, the Secured Party may at its option terminate this Agreement and accelerate the loan made in



connection with this Agreement, and Debtor shall pay to Secured Party the principal amount due on the Note(s) together with accrued interest, plus costs and expenses incurred by the Secured Party arising out of enforcement of this provision.

## Article V Standstill

Notwithstanding any provision hereof to the contrary, the Secured Party agrees that:

1. If it shall proceed to exercise any of the remedies set forth herein, it shall, to the extent that it is entitled to do so hereunder and under the Lease (pursuant to the collateral assignment by Debtor under the Assignment), prior thereto or concurrently proceed to exercise any and all of the similar remedies set forth in the Lease; provided, that the requirement to exercise such Lease remedies shall not apply in circumstances where such exercise has been involuntarily stayed or prohibited by applicable law or court order for a continuous period in excess of one hundred twenty (120) days (the "Standstill Period").
2. Any Event of Default arising pursuant to Section 11(a)(iv) or (v) of the Lease (a "Bankruptcy Default") shall not result in an Event of Default hereunder so long as (i) from and after the 121st day after the imposition of any stay, or similar prohibition of actions pursuant to such Bankruptcy Default (a "Stay") all existing Events of Default are cured and no other Events of Default shall occur and remain uncured, in each such case, by either Debtor or Lessee, or (ii) the Secured Party otherwise agrees to an extension of the Standstill Period.
3. Nothing contained in Section 2 of this Article V shall be deemed to expand or increase the cure rights otherwise available to Debtor under the Note Purchase Agreement.

## Article VI Miscellaneous

1. The rights and remedies contained herein are in addition to those granted by Debtor to Secured Party in the various Loan Documents as to the Collateral which is the subject of this Agreement. No delay or omission of the Secured Party to exercise any remedy shall exhaust or impair any remedy of the Secured Party, nor shall any waiver by the Secured Party extend to or be taken to affect any subsequent default. No remedy hereunder is intended to be exclusive of any other remedy, but shall be cumulative to any and every other remedy to which the Secured Party is entitled. The Secured Party shall not be required first to look to, enforce or exhaust any other security, collateral or guarantees.
2. This Security Agreement shall be deemed delivered in the State of Wisconsin and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

3. Any notice or notification required to be given or which may be given, shall be given as provided in the Note Purchase Agreement.

4. All the terms, conditions and covenants of this Security Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

5. This Security Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

6. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Documents and the Lease.

#### Article VII Non-Recourse

Notwithstanding any provision of the Loan Documents to the contrary, the Obligations shall be satisfied solely out of the Collateral (as defined in the Loan Documents). Without limiting the generality of the foregoing, the Debtor shall have no liability to make any payments under this Agreement, the Note(s), or any of the other Loan Documents whatsoever except from the Collateral. In addition, the Debtor:

(a) makes no representation or warranty as to, and is not responsible for, the due execution, validity, sufficiency or enforceability of the Lease or the other Operative Agreements by or against any party thereto (other than the Debtor), or of any of the parties' (other than the Debtor's) respective obligations thereunder, and

(b) shall not be responsible for the performance or observance by any party (other than the Debtor) of any of their respective agreements, representations, indemnities, obligations or other undertakings under the Lease, or other Operative Agreements, it being understood that as to all such matters Secured Party will look solely to its rights under this Agreement, the Note Purchase Agreement and the Assignment, against the Collateral and to Secured Party's rights under the Lease, and the other Operative Agreements against the parties thereto (other than the Debtor) and the Collateral.

This Article shall not apply to the Debtor's obligations under Sections 1.4, 4.2 and 7.3 of the Note Purchase Agreement, to a judgment based upon a finding of fraud or material misrepresentation on the part of Debtor, to rent or other payments collected or received by the Debtor contrary to the provisions of any of the Loan Documents, or to a breach of any of the Company's representations or warranties contained in any of the Loan Documents.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be duly executed as of the date first above written.

DEBTOR:

THE FIRST NATIONAL BANK OF MARYLAND

By: Richard M. Folio (SEAL)

Name: Richard M. Folio

Title: Vice President

CITY OF BALTIMORE     )  
  )ss.  
STATE OF MARYLAND    )

On September 30, 1997, before me, the undersigned, a Notary Public, in and for said State, personally appeared Richard M. Folio, known to me to be the Vice President of THE FIRST NATIONAL BANK OF MARYLAND, that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledged to me that such banking association executed the within instrument pursuant to its bylaws or a resolution of its board of directors, for the purposes and consideration therein expressed.

Michelle E. Sprado  
Notary Public, Baltimore County  
State of Maryland  
My commission: January 28, 2001

**EXHIBIT A**

**DESCRIPTION OF RAILCARS**

Type I: Two Hundred and Forty (240) Rapid Discharge aluminum open top  
hoppers, built new in 1997 by Johnstown America bearing the following  
reporting marks and numbers:

BNSF 650119 to 650356, both inclusive  
BNSF 699129  
BNSF 699602

Type II One Hundred and Twenty (120) Bethgon aluminum gondolas built new in  
1997 by Johnstown America bearing the following reporting marks and  
numbers:

BNSF 668328 to 668446, both inclusive  
BNSF 699128

**MEMORANDUM OF LEASE AGREEMENT**

Memorandum of Lease Agreement, made and entered into on September 26, 1997 by and between THE FIRST NATIONAL BANK OF MARYLAND, a national banking association ("*Lessor*"), and THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("*Lessee*").

**WITNESSETH:**

The undersigned have entered into that certain Equipment Lease Agreement dated as of September 26, 1997, whereby the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor certain rolling stock bearing the reporting marks and numbers as listed on Exhibit A attached hereto, subject to the term defined in said Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

THE FIRST NATIONAL BANK OF  
MARYLAND, a national banking association

By: 

Name: Richard M. Folio

Title: Vice President

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

By: \_\_\_\_\_

Name: Paul J. Weyandt

Title: Assistant Vice President-Finance  
and Assistant Treasurer

## MEMORANDUM OF LEASE AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

THE FIRST NATIONAL BANK OF  
MARYLAND, a national banking association

By: \_\_\_\_\_  
Name: Richard M. Folio  
Title: Vice President

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

By:  \_\_\_\_\_  
Name: Paul J. Weyandt  
Title: Assistant Vice President-Finance  
and Assistant Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 27th day of September, 1997 before me appeared, Richard M. Folio, to me personally known, who being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on September 27, 1997 on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Michele E. Sprato  
Notary Public

[Notarial Seal]

My commission expires: January 28, 2001

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

On this \_\_\_\_\_ day of September, 1997 before me appeared, Paul J. Weyandt, to me personally known, who being by me duly sworn, says that he is Assistant Vice President-Finance and Assistant Treasurer of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, that said instrument was signed and sealed on September \_\_\_\_\_, 1997 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:



STATE OF MARYLAND, CITY OF BALTIMORE. TO WIT:

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\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

On this 26<sup>TH</sup> day of September, 1997 before me appeared, Paul J. Weyandt, to me personally known, who being by me duly sworn, says that he is Assistant Vice President-Finance and Assistant Treasurer of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, that said instrument was signed and sealed on September 26, 1997 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Dorothy V. Schaetzle  
Notary Public

[Notarial Seal]

My commission expires: 11/20/00

EXHIBIT A

DESCRIPTION OF RAILCARS

**Type I:** Two Hundred and Forty (240) Rapid Discharge aluminum open top hoppers, built new in 1997 by Johnstown America\* bearing the following reporting marks and numbers:

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BNSF 668328 to 668446, both inclusive  
BNSF 699128

\*  
INDUSTRIES, INC.

-B

## MEMORANDUM OF LEASE SUPPLEMENT

Memorandum of Lease Supplement, made and entered into on September 30, 1997 by and between THE FIRST NATIONAL BANK OF MARYLAND, a national banking association ("*Lessor*"), and THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("*Lessee*").

### WITNESSETH:

1. The undersigned have entered into that certain Equipment Lease Agreement (the "*Lease Agreement*"), dated as of September 26, 1997, subject to the term defined in said Lease Agreement.

2. A memorandum of said Lease Agreement is being recorded with the Surface Transportation Board concurrently herewith pursuant to Section 11301 of Title 49 of the United States Code.

3. The undersigned have entered into that certain Lease Supplement, dated as of September 30, 1997, confirming that the terms and provisions of the above-described Lease Agreement are applicable to certain rolling stock bearing the reporting marks and numbers as listed on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

THE FIRST NATIONAL BANK OF  
MARYLAND, a national banking association

By: 

Name: Richard M. Folio

Title: Vice President

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

By: \_\_\_\_\_

Name: Paul J. Weyandt

Title: Assistant Vice President-Finance  
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3. The undersigned have entered into that certain Lease Supplement, dated as of September 30, 1997, confirming that the terms and provisions of the above-described Lease Agreement are applicable to certain rolling stock bearing the reporting marks and numbers as listed on Exhibit A attached hereto.

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THE FIRST NATIONAL BANK OF  
MARYLAND, a national banking association

By: \_\_\_\_\_

Name: Richard M. Folio

Title: Vice President

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY


By:  \_\_\_\_\_

Name: Paul J. Weyandt

Title: Assistant Vice President-Finance  
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Notary Public

[Notarial Seal]

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\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this \_\_\_\_\_ day of September, 1997 before me appeared, Richard M. Folio, to me personally known, who being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on September \_\_\_\_, 1997 on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

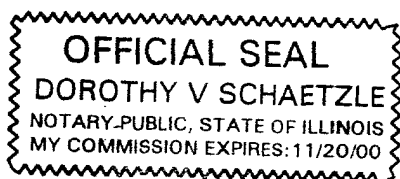
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires:

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

On this 26<sup>TH</sup> day of September, 1997 before me appeared, Paul J. Weyandt, to me personally known, who being by me duly sworn, says that he is Assistant Vice President-Finance and Assistant Treasurer of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, that said instrument was signed and sealed on September 26, 1997 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Dorothy V. Schaeetzle  
Notary Public

[Notarial Seal]

My commission expires: 11/20/00

## EXHIBIT A

### DESCRIPTION OF RAILCARS

**Type I:** Two Hundred and Forty (240) Rapid Discharge aluminum open top hoppers, built new in 1997 by Johnstown America<sup>\*</sup> bearing the following reporting marks and numbers:

BNSF 650119 to 650356, both inclusive  
BNSF 699129  
BNSF 699602

**Type II:** One Hundred and Twenty (120) Bethgon aluminum gondolas built new in 1997 by Johnstown America<sup>\*</sup> bearing the following reporting marks and numbers:

BNSF 668328 to 668446, both inclusive  
BNSF 699128

*\* INDUSTRIES, INC.*